

## Federal Crop Insurance Corporation, USDA

## § 430.7

a. *Actuarial table* means the forms and related material for the crop year approved by us which are available for public inspection in your service office, and which show the production guarantees, coverage levels, premium rates, prices for computing indemnities, practices, insurable and uninsurable acreage, and related information regarding sugar beet insurance in the county.

b. *ASCS* means the Agricultural Stabilization and Conservation Service of the United States Department of Agriculture.

c. *County* means:

(1) The county shown on the application;

(2) Any additional land located in a local producing area bordering on the county, as shown by the actuarial table; and

(3) Any land identified by the same ASCS farm serial number for the county but physically located in another county within the State.

d. *Crop year* means the period within which the sugar beets are normally grown and designated by the calendar year in which the sugar beets are normally harvested; however, in California and Arizona, it will be the period from planting until the applicable date for the end of the insurance period and is designated by:

(1) The calendar year in which planted if planted on or before July 15; or

(2) The next calendar year if planted after July 15.

e. *Harvest* means the completion of topping and lifting of sugar beets on any acreage for delivery to a processor.

f. *Insurable acreage* means the land classified as insurable by us and shown as such by the actuarial table.

g. *Insured* means the person who submitted the application accepted by us.

h. *Loss ratio* means your ratio of indemnity to premium.

i. *Normal stand* means the number of live plants after thinning required to produce an average yield per acre for the area.

j. *Person* means an individual, partnership, association, corporation, estate, trust, or other legal entity, and wherever applicable, a State or a political subdivision or agency of a State.

k. *Replanting* means performing the cultural practices necessary to replant insured acreage to sugar beets.

l. *Replant payment* means that payment made to the insured in accordance with the provisions of subsection 9.f. of this policy which payment is subject to offset for premium owed.

m. *Service office* means the office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.

n. *Tenant* means a person who rents land from another person for a share of the sugar beets or a share of the proceeds therefrom.

o. *Unit* means all insurable acreage of sugar beets in the county on the date of planting for the crop year:

(1) In which you have a 100 percent share; or

(2) Which is owned by one entity and operated by another entity on a share basis.

Land rented for cash, a fixed commodity payment, or any consideration other than a share in the sugar beets on such land will be considered as owned by the lessee. Land which would otherwise be on unit may be divided according to applicable guidelines on file in your service office. Units will be determined when the acreage is reported. Errors in reporting units may be corrected by us to conform to applicable guidelines when adjusting a loss. We may consider any acreage and share thereof reported by or for your spouse or child or any member of your household to be your bona fide share or the bona fide share of any person having an interest therein.

### 18. Descriptive Headings

The descriptive headings of the various policy terms and conditions are formulated for convenience only and are intended to affect the construction or meaning of any of the provisions of the contract.

### 19. Determinations

All determinations required by the policy will be made by us. If you disagree with our determinations, you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

### 20. Notices

All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.

21. Notwithstanding the terms of the crop insurance policy and any contract for crop insurance under the provisions of this part, coverage under the terms of such crop insurance policy will be effective subject to the availability of appropriations.

[51 FR 5150, Feb. 12, 1986, as amended at 51 FR 29205—29207, Aug. 15, 1986; 51 FR 45296, Dec. 18, 1986; 52 FR 3214, Feb. 3, 1987; 52 FR 6775, Mar. 5, 1987; 52 FR 17547, 17548, May 11, 1987; 54 FR 20509, May 12, 1989; 55 FR 35888, Sept. 4, 1990; 55 FR 50815, Dec. 11, 1990; 58 FR 66250, Dec. 20, 1993]

**PARTS 431–432 [RESERVED]**